



Release Date: September 11, 2002

REQUEST FOR PROPOSAL NO. BD80300S210

NOTICE TO VENDORS

The Department of General Services, Hoover State Office Building, Des Moines, Iowa 50319, will be receiving sealed proposals for:

Server Based AGENCY CHARGE-BACK SOFTWARE SYSTEM

until 3:00 P.M. CT on October 15, 2002 for and on behalf of Iowa Workforce Development.

**For information about this notice, and during this procurement,
interested persons shall contact only:**

Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services
Hoover State Office Building, A Level
Des Moines, Iowa 50319
Phone: 515-281-7073
Fax: 515-242-5974
E-Mail: Ashley.Super@dgs.state.ia.us

This RFP is available electronically in MS Word Format

REQUEST FOR PROPOSAL NO. BD80300S210

THIS REQUEST FOR PROPOSAL CONSISTS OF FIVE (5) CHAPTERS

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CHAPTER 1

REQUEST FOR PROPOSAL NO. BD80300S210

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ADMINISTRATIVE ISSUES

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ADMINISTRATIVE ISSUES

1.1 PURPOSE

- A. In response to Requisition No. RX309000477, this request for proposal (RFP) is designed to select a qualified vendor who will be responsible for providing a Resource Accounting and Charge-back System at a competitive and reasonable cost. The vendor selected must meet all requirements set forth in this RFP. No proposals shall be considered that do not conform to the mandatory requirements of the RFP. It is the intent of the Agency to select one vendor.
- B. Award of this RFP may result in a statewide contract. Vendors are encouraged to include services and complementary products in their responses.
- C. This RFP provides detailed instructions for the development of proposals to provide the required service. The purpose of this RFP is to solicit competitive proposals to perform the services described in Chapter 3 of this RFP. This RFP and the winning proposal of the successful Vendor shall be included as mandatory parts of the contract between the State and the successful vendor.
- D. The Iowa Department of General Services will be contracting with the successful bidder on behalf of Iowa Workforce Development and other State Agencies for a new contract. This is no incumbent contractor. Proposals will be evaluated according to Chapter Four.

1.2 SCHEDULE OF EVENTS (ALL TIMES LISTED ARE IOWA LOCAL CT TIMES)

- A. Department of General Services, Purchasing Division issues the RFP on September 11, 2002. The RFP and its attachments, addendums and amendments shall be available to prospective bidders, or any other interested parties, electronically via email wherever possible, or by mail, upon written request to the issuing officer.
- B. A letter of intent to submit a proposal shall be sent to the issuing officer by September 27, 2002.** The letter of intent to submit a proposal should include a mailing address, an e-mail address and a facsimile transmission number to which future correspondence with respect to this RFP may be directed. The State cannot guarantee it can issue written clarifications, addenda, or other written notices to any person who fails to submit a letter of intent to submit a proposal.

The letter of intent to submit a proposal does not bind a prospective vendor to submitting a proposal. A letter of intent may be submitted through normal US mail delivery, by facsimile transmission, or e-mail. Prospective vendors are advised to verify with the Purchasing Agent that the letter of intent is

appropriately received prior to the due date and time. Submission of the letter of intent is not mandatory to bid.

- C. Vendor's Conference: No vendor's conference is planned.
- D. Vendors are invited to submit written questions and/or requests for interpretation concerning this RFP. **The Issuing Officer must receive written questions before September 27, 2002.** Written questions may be submitted by e-mail or facsimile transmission as well as by regular US mail or courier service.
- E. The State shall prepare a written response to all pertinent questions submitted by Vendors in writing. This response will be issued to all Intending Bidders no later than October 3, 2002.
- F. **Proposals must be received at the Department of General Services Purchasing Division, Level A, Hoover State Office Building, Des Moines, Iowa no later than 3:00 P.M. CT on October 15, 2002.** The identity of those submitting a proposal will be made available after October 15, 2002 by The Department of General Services, to any party upon request, however, the release of the identities in no way constitutes acceptance of any proposal as compliant. No other details of proposals will be available until after an Intent to Award is issued. The remaining details of the evaluation criteria will be published immediately after October 15, 2002 and only to those submitting a proposal.
- G. It is intended that proposals will be evaluated and a notice of intent to award will be issued within 60 days of the deadline for receipt of proposals. Proposal prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.

1.3 INQUIRIES

- A. *All inquiries concerning this RFP must be submitted in writing to the Issuing Officer:*

Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services
Hoover State Office Building, A Level, Des Moines, Iowa 50319
Phone: 515-281-7073, Facsimile Transmission: 515-242-5974
E-Mail: Ashley.Super@dgs.state.ia.us

- B. During the procurement, including any period of evaluation, prospective Vendors shall contact only the Issuing Officer. *Vendors who communicate with any other state representative or state employee regarding this RFP risk being disqualified from bidding.*

- C. In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the State shall be accepted.
- E. With the exception of the written proposal which must be submitted by prospective vendors in accordance with chapters 4 and 5 herein, communications between the State and prospective vendors may be conducted by regular prepaid US mail, courier service, Email or facsimile transmission.

1.4 PREPARATION OF THE PROPOSAL

The "Official Proposal" must be typewritten, or printed from a word processor application. Changes must be lined out and initialed. The RFP format of Chapter 4 shall be followed.

All parts of this RFP require the use of the Response Forms that are included with the RFP document. ***Use of these Response Forms is MANDATORY.*** Unless otherwise instructed, do not retype these forms. If additional copies are needed, make additional copies on an office copy machine. Failure to use the forms directly will be considered unresponsive and may result in the summary rejection of the Vendor's proposal.

All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The "Official Proposal" original, containing the original signatures, and five (5) copies of the entire proposal and one soft copy on CD, shall be delivered in sealed package(s). Each proposal shall be packaged to allow the State to review and evaluate the Technical Proposals and general information responses from each Vendor before evaluating the Cost Proposals. The Technical Proposal and general information shall be sealed in a separate envelope and the Cost Proposal shall be sealed in a separate envelope. The entire package, containing all required response forms and other required information, must be submitted together. All packages shall be clearly labeled with the following information.

- A. To: Ashley Super, Iowa Department of General Services, Hoover State Office Building, A Level, Des Moines, Iowa 50319.
- B. From: Vendor's Name and Address.

- C. Contact Person and Telephone Number.
- D. Project Title and RFP Number.
- F. Proposal Due Date and Time.
- G. Labeled: Technical Proposal OR Cost Proposal; Original OR Copy

In addition, if multiple packages per proposal are used, the packages comprising the complete proposal shall be numbered in the following fashion (i.e., 1 of 4, 2 of 4, etc.). The original proposal shall be clearly labeled "Official Proposal" and all copies shall bear a "Copy" label (i.e., Copy 1, Copy 2, etc.). No one package may weigh more than 25 lbs.

In addition, all proposals shall be submitted electronically on Compact Disk(CD-R). Technical Proposals shall be on a separate Compact disk from the Cost Proposal and each Compact disk must be clearly marked as to its contents, and submitted within the appropriate sealed original proposal.

1.5 ECONOMY OF PRESENTATION AND PROPOSAL CLARIFICATION PROCESS

Proposals shall not contain promotional or display materials in response to the mandatory requirements. Proposals must address the technical and mandatory requirements as specified in the RFP. All questions posed in the RFP must be answered concisely and clearly.

The State, for the purpose of resolving ambiguities or questioning information presented in the proposals, may request clarifications from prospective vendors. Clarifications may occur throughout the proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Purchasing Agent within the time stipulated at the time the request is made. The clarification process will not permit revision or supplementation of the proposal's offerings after submission.

1.6 MULTIPLE PROPOSALS

The State is seeking proposals that meet its requirements as outlined in the RFP. If more than one method of meeting these requirements is proposed, each should be labeled and submitted separately. Each proposal shall be evaluated separately.

1.7 RFP CHANGES AND ADDENDA

The State reserves the right to amend the RFP at any time. If the amendment occurs after the closing date for receipt of proposals, the State may, in its sole discretion, allow prospective vendors to amend their proposals in response to the amendment if the State deems it necessary.

The State shall prepare a written addendum in response to all pertinent questions and requests for interpretation submitted by writing.

In the event it becomes necessary to revise any part of the RFP prior to the scheduled submittal date, an addendum shall be issued to all prospective vendors who have submitted a letter of intent to submit a proposal.

1.8 REJECTION OF PROPOSALS

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal *may be rejected outright and not evaluated* for any one of the following reasons:

- Failure to deliver the proposal by the due date and time.
- Failure to include the required Response Form(s) signed by an officer of the entity submitting the proposal.
- Failure to include the cost proposal in a separate sealed envelope.
- Failure to follow the proposal format instructions as specified in Chapters 4 and 5, herein.

1.9 PROPOSAL OBLIGATIONS

The contents of the proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the subsequent contract. All proposals must describe in detail, and include all integral elements necessary for the successful implementation and operation of the required services, including labor, equipment and services offered, and must be of such form that, upon approval, shall be contractually binding.

1.10 DATE, TIME AND PLACE TO SUBMIT PROPOSAL

The “Official Proposal” shall be completed in the format outlined in Chapter 4. One (1) original “Official Proposal” and five (5) copies of the “Official Proposal” with one electronic copy, shall be received by the office of:

Ashley Super, PA III
Iowa Department of General Services
Purchasing Division
Hoover State Office Building, A Level
Des Moines, Iowa 50319

The “Official Proposal” must be received no later than 3:00 PM CT on October 15, 2002. Proposals, which are not submitted on time, may be rejected and not evaluated.

1.11 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- B. Unless otherwise required by law, the prices that have been quoted in this proposal have not been knowingly disclosed by any Vendor and shall not knowingly be disclosed by the Vendor prior to the notice of intent to award, directly or indirectly to any competitor.
- C. No attempt has been made or shall be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- D. Each person signing this proposal certifies that:
 - 1. A. The person in the Vendor's organization is responsible within that organization for the decision as to the prices being offered herein, that the person has not participated, and shall not participate in any action contrary to 1.11 (A) through 1.11 (C) herein.

- Or -

- B. The person in the Vendor's organization is not responsible within that organization for the decision as to the prices being offered herein, but that the person has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and shall not participate in, any action contrary to 1.11 (A) through 1.11 (C) above, and as their agent does hereby so certify; and the person has not participated, and shall not participate, in any action contrary to 1.11(A) through 1.11 (C) herein.

- and -

- 2. The offer made by the submitted proposal, and any clarifications to that proposal shall be signed by an officer of the offering entity or a designated agent empowered to bind the entity in a contract.

1.12 PROPOSAL ANNOUNCEMENT

The names of the Vendors who submit proposals within the time frame permitted will be supplied to any person who requests such information after the close of business on the proposal due date. The announcement of names of Vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

1.13 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified and resubmitted at any time prior to the date set for the receipt of proposals. A Vendor shall not withdraw its Proposal or its prices from close of submittal through the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

1.14 DISPOSITION OF PROPOSALS

All proposals become the property of the State. The State may, in its sole discretion, destroy any or all proposals, return them to the vendors, or archive them.

1.15 DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that at the conclusion of the selection process the contents of proposals be placed in the public domain and be opened to inspection by interested parties. *Trade secrets or proprietary information that are legally recognized as such are protected by law and may be withheld if they are clearly identified as such and marked on each page in the proposals. Generally, the contents of the Cost Proposal may not be considered proprietary and may be placed in the public domain, although certain proprietary formulas, algorithms, and mathematical equations used to calculate a total cost may be deemed proprietary or subject to trade secret protection.*

Prospective vendors are encouraged to familiarize themselves with Iowa Code chapter 22, Iowa Open Records Law. Please consult an attorney if you have questions about whether information may be considered as proprietary or confidential under Iowa law.

Request for confidential treatment of information must be included in the transmittal letter with the vendor's proposal. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential may be deemed non-responsive and disqualify the proposal from evaluation.

If a proposal contains confidential information for which you are requesting confidential treatment, vendors must submit one hard copy and one electronic copy on disc of the proposal from which the confidential information had been excised. Copies shall be marked "Public Copy". The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The information marked confidential shall be treated as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other provision of law by a court of competent jurisdiction.

In the event the State receives a request for information marked confidential, written notice shall be given to the vendor prior to the release of the information to allow the vendor to seek injunctive relief or a protective order pursuant to Iowa Code section 22.8.

1.16 ORAL PRESENTATIONS

At the discretion of the State, Vendors may be required to make an oral presentation to supplement the written proposal. If so, the bidders with the highest technical evaluation will be required to make an oral presentation. The location, date and time of oral presentations shall be mutually agreed upon.

1.17 PROPOSAL EVALUATION AND AWARD

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of the RFP. Any contract resulting from this RFP and subsequent evaluation process shall not necessarily be awarded to the Vendor with the lowest prices. Instead, the contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

1.18 GRATUITIES

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

Note: The State of Iowa provides reimbursement to its employees for transportation, lodging, meals, and miscellaneous expenses that are deemed necessary for the performance of their job-related responsibilities.

1.19 BID BOND AND LITIGATION BOND

No bid nor litigation bonding is required.

1.20 CONFLICTS BETWEEN TERMS

The State reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions contained in this RFP. Should the Vendor take exception to the terms and conditions required by the State, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with the Vendor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Vendor's proposal.

1.21 IOWA STATUTES AND RULES

Iowa Code chapter 18, and Chapter 401, Iowa Administrative Code, contains policies and procedures for State of Iowa procurement under which this request for proposal is issued. The terms and conditions of this RFP, the resulting contract (s) or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

1.22 LICENSES, PERMITS AND INSPECTIONS

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

1.23 COSTS OF PREPARATION OF PROPOSAL

No payments shall be made to cover costs incurred by any Vendor in the preparation of or the submission of this RFP, travel to vendor conferences, oral presentations or other travel costs, or any other associated costs.

1.24 NEWS RELEASES

News releases or other materials made available to the media or the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of General Services, Purchasing Division.

1.25 MISCELLANEOUS

- A. The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interests will be served. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the State waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the State.
- B. The State reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the

evaluation of the Vendor's proposal if it materially alters the content of the proposal.

- C. The State reserves the right to conduct criminal history and other background investigations into the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract. The Vendor shall cause all waivers to be executed by the appropriate persons to effectuate the investigation, and shall pay the reasonable costs associated with such criminal history investigations.
- D. Release of Claims - By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

1.26 TIME PERIOD WITHIN WHICH TO FILE AN APPEAL

Any vendor whose bid or proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal in accordance with 401-9.9 Iowa Administrative Code before the Director of the Department of General Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 within five days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. A written notice may be filed by fax transmission to 515.242.5974. Any appeal must be filed within five (5) days (excluding Saturdays, Sundays and legal holidays) following the date on which the State issues a notice of intent to award a contract. The notice of appeal must be in writing and must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP. A notice of appeal may not stay negotiations with the apparent successful vendor.

1.27 AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of intent to award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall be completed no later than December 30, 2002. If the apparent successful vendor fails to negotiate and deliver an executed contract by the due date and time, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the Agency.

End of Chapter One.

CHAPTER 2

REQUEST FOR PROPOSAL NO. BD80300S210

THIS CHAPTER CONSISTS OF PAGES 1 THROUGH 20 INCLUSIVE

CONTRACTUAL TERMS AND CONDITIONS

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2.1 Introduction

The following terms and conditions shall apply to the procurement process and be included in the Contract. Each bidder shall specifically stipulate and acknowledge its acceptance of these terms and conditions without change except as otherwise expressly stated in its proposal. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Department, resulting in disqualification of the proposal. The determination of a material change shall be in the sole discretion of the Department. The Department may elect to negotiate with the successful bidder Contract terms that do not materially alter substantive requirements of the RFP or the contents of the proposal.

The Department will prepare the Contract, which will govern the Contractor's performance of services. The Contract shall be a combination of the specifications, terms and conditions of the RFP, the offer contained in the proposal and any clarifications or additional provisions agreed to by the parties during negotiation and formalized in writing in the Contract.

2.2 Incorporation of Documents

The RFP, any amendments and written responses to bidders' questions (collectively RFP) and the Contractor's Proposal submitted in response to the RFP, form the Contract between the Contractor and the Department and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

2.3 Order of Priority

In the event of a conflict between the Contract, the RFP and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order:

1. The Contract;
2. The RFP;
3. The Proposal.

2.4 Term of the Contract

The term of the Contract shall begin on date of contract signatures and extend until all deliverables are complete, fully tested and accepted by Iowa Workforce Development, notwithstanding warranties. The contract may continue for an additional one year period allowing other political sub-divisions the opportunity to negotiate an addendum to the contract for similar products and services.

2.5 Payment Terms and Compensation

The Contract will contain compensation terms negotiated by the parties consistent with this RFP and the contractor's proposal. Negotiated progress payments will be allowed. Please indicate whether the contract will allow for EFT or Credit Card Payments and if so whether there can be a discount allowed for such payments.

The Contractor shall be reimbursed for services provided during the contract period by the Contractor for up to 120 days after the date that the Contract expires. The Contractor shall not be reimbursed for services more than 120 days after the date the Contract expires or terminates.

2.5.1 No Increase in Charges

The Contractor shall not increase charges during the term of the Contract.

2.5.2 Overpayments to the Contractor

The Contractor shall promptly, but in all cases within thirty (30) days, pay to the Department the full amount of any erroneous compensation or overcompensation upon written notice of an erroneous compensation or overcompensation to which the Contractor is not entitled.

2.5.3 Amount of Business

The Department does not guarantee any set quantity or minimum amount of business to the Contractor, other than what is stated in writing in the RFP, contract, or change order(s). Failure to achieve any additional level of activity or compensation that may have been verbally discussed will not constitute the basis for a price adjustment.

2.6 Termination

2.6.1 Immediate Termination

The Department may immediately terminate this Contract for any of the following reasons upon written notice to the Contractor:

- a. the Contractor furnishes a statement, representation, warranty, or certification in connection with the RFP or the Contract which is materially false or incorrect;
- b. the Contractor or any subcontractor, or an officer or owner of a five (5) percent or greater share of either, is convicted of a criminal offense which in the sole discretion of the Department reflects on the Contractor's integrity;
- c. the Contractor fails to comply with confidentiality laws or provisions of the Contract.

The Department shall not be liable for any costs incurred if termination is for any of the causes stated above. In addition, the Department shall have the right to procure similar services on the open market.

2.6.2 Termination for Default

2.6.2.1 Contractor's Default and Opportunity to Cure

Failure of the Contractor to comply with a material term, condition or provision of the Contract shall constitute default by the Contractor. The Department shall notify the Contractor in writing of the nature of the default. The Contractor shall have thirty (30) calendar days, unless otherwise

notified, after such notice to correct the problem(s) that resulted in the default notice. If the default is not corrected to the satisfaction of the Department within the specified time, the Department may issue a notice of immediate termination.

2.6.2.2 Contractor's Default Cured by the Department

If, in the reasonable judgment of the Department, a default by the Contractor is not so substantial as to require termination, reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by the Department or another resource without unduly interfering with continued performance by the Contractor, the Department may provide or procure the service to cure the default, in which event, the Contractor shall reimburse the Department for the reasonable cost of the service or deduct the cost from future payments to the contractor.

2.6.2.3 Procurement of Similar Services

In the event of termination under this Subsection, the Department shall have the right to procure similar Contract services on the open market. The Contractor shall be liable for the difference between the original Contract price of services and the cost of such services from another vendor, and any other costs directly related to the Contractor's breach such as costs of competitive bidding, mailing, advertising, Department staff time and attorney's fees. The Contractor shall have thirty (30) days after notice from the Department of the amount of such costs in which to submit payment unless an additional period of time is agreed to by the parties, or the Department may deduct the amount of such costs from any charges payable to the Contractor.

2.6.2.4 Delay or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible by an act of God or during continuance of the act of God. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. This Subsection shall not become operative until the party whose performance is delayed or made impossible notifies the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of services not being performed due to the act of God.

2.6.3 Termination Upon Notice

The Department may terminate the Contract for any reason without penalty by giving written notice to the Contractor at least thirty (30) days before the effective date of termination.

2.6.4 Termination for Insolvency or Bankruptcy

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, or avails itself of or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state related to insolvency or the protection of the rights of creditors, the Department may, at its option, terminate the Contract. In the event the Department elects to terminate the Contract under this provision, it shall do so by sending written notice of termination to the Contractor. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified in the notice.

2.6.5 Termination for Withdrawal of Department's Authority

In the event the authority of the Department to perform its duties is withdrawn or limited, or services under the Contract are no longer a responsibility of the Department due to federal or state mandate, the Department shall have the right to terminate the Contract without penalty on or before the date the Department's authority is withdrawn or limited. The Department shall use best efforts to provide thirty (30) days' written notice to the Contractor. The obligations of the parties shall end as of the date specified in the termination notice, and the Contract shall be considered canceled. The exclusive, sole and complete remedy of the Contractor in the event of termination under this Subsection shall be payment for services completed through the effective date of termination.

2.6.6 Termination for Unavailability of Funds

The performance by the Department of any of its obligations under the Contract shall be subject to and contingent upon the availability of federal funds lawfully applicable for such purposes. If funds applicable to the Contract are not appropriated or otherwise made available at any time during the Contract term, the Department, without penalty, may terminate the Contract. The Department shall use best efforts to provide thirty (30) days' written notice to the Contractor. The obligations of the parties shall end as of the date specified in the termination notice, and the Contract shall be considered canceled. The exclusive, sole and complete remedy of the Contractor shall be payment for services completed through the effective date of termination.

2.6.7 Rights upon Termination

In the event the Department terminates the Contract prior to expiration, the Department shall pay the Contractor for any partially completed deliverables that the Department desires to have the Contractor turn over to the Department on a percentage of completion basis and for any required operating services provided by the Contractor through the effective date of termination, prorated for any partial month. The Department shall make no payments for unfurnished work, work in progress, or raw materials acquired unnecessarily in advance, in excess of the Department's delivery requirements, or initiated after the notice of termination. In no event shall the Department be obliged to pay or otherwise compensate the Contractor for any lost or expected future profits, or costs or expenses incurred with respect to services not actually performed or deliverables not actually provided to the Department.

Upon termination, the Department shall have the right to assume, at its option, any and all subcontracts for services and materials provided under the Contract.

2.7 Confidentiality

The Contractor shall treat identifying information relating to clients that is obtained by it through performance under the Contract as confidential information to the extent that confidential information is protected under state and federal law and under the confidentiality requirements imposed by the Contract. The Contractor shall not use any confidential information in any manner except as necessary for the proper discharge of its obligation under the Contract. Identifying information shall include name, identifying number, symbol, or other identification particularly assigned to the client. Confidential information shall not be released without written consent of the Department and written consent of the client or the client's attorney. Nothing herein prohibits the disclosure of information in summary, statistical or other form that does not identify individual clients.

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information. The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information. The Contractor shall be liable for any breach of this Subsection by its principals, officers, employees, agents or subcontractors and shall indemnify the Department from any and all liability resulting from such violation. The Contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address as appropriate, information conveyed in verbal, written and electronic formats. The Contractor shall sign a confidentiality agreement.

The provisions of this Subsection shall survive the termination or expiration of the Contract.

2.8 Contractor's Confidential or Proprietary Information

The Department acknowledges that in the course of the Contractor performing its obligations pursuant to the Contract, it may obtain confidential and/or proprietary information of the Contractor. The Contractor shall prominently identify information which the Contractor does not want disclosed. The Department shall treat such information as confidential to the extent such information is determined confidential under Iowa Code Chapter 22 or other provision of law by a court of competent jurisdiction. In the event the Department receives a request for such information, written notice shall be given to the Contractor seventy-two (72) hours prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

2.9 Change Orders

2.9.1 Change Order Requests

The Department reserves the right to request from time to time changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract, including the timing of deliverables.

2.9.2 Procedure

The Department shall submit a request for a Change Order to the Contractor, which shall include a detailed description of the requested service, the priority of the service, a date the service is needed, and a date for submission of a proposal by the Contractor. In its proposal, the Contractor shall describe the procedure and schedule to be employed for the requested service and identify the cost to implement the change request. If necessary, the Contractor and the Department shall meet to discuss and clarify any issues related to the requested service. Upon written approval by the Department, the Contractor shall perform the requested service and receive payment according to the terms of the Change Order based upon the rate specified in the Contractor's cost proposal.

If the Department does not accept the Contractor's proposal, the Department may withdraw or modify its change request. If the Department modifies its change request, the procedures set forth above shall apply.

2.9.3 No Agreement on Change Order

If the parties are unable to reach an agreement in writing within fifteen (15) days of receipt of the Contractor's proposal or modified proposal, the Director of the Department shall make a determination of the compensation, procedure or schedule, and the Contractor shall proceed with the work according to the Director's decision, subject to the Contractor's right to seek resolution pursuant to Section 15.9 and to seek judicial review of the Director's decision in a court of competent jurisdiction.

2.9.4 Additional Services

If the Department requests or directs the Contractor to perform any service or function that is consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes is not included within the scope of the Contractor's responsibilities set forth in the Contract, then prior to performing such service or function, the Contractor shall promptly notify the Department in writing that it considers the service or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the Department, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing the service or function. If the Contractor does notify the Department the service or function shall be governed by the change order procedure in Subsections 2.9.2 and 2.9.3.

2.10 Insurance

2.10.1 Coverage Requirements

The Contractor shall maintain in effect, with an authorized insurer, at its own expense, the following types and amounts of insurance covering its work:

- Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage. The Contractor shall obtain a waiver of any subrogation rights the insurance carrier may have against the Department or the State of Iowa and the waiver shall be indicated on the certificate of coverage.
- Professional liability insurance covering the liability of the Contractor for any and all errors or omissions committed by the Contractor, its subcontractors, agents, and employees, in the performance of the Contract in a minimum amount of \$1,000,000 per occurrence.
- Umbrella liability insurance in a minimum amount of \$2,000,000.
- Workers' compensation insurance covering the Contractor's employees as required by law.

The Contractor's insurance shall insure against any loss or damage resulting from work performed under the Contract. All insurance policies shall remain in full force and effect for the entire term of the Contract. Each policy shall name the State of Iowa and the Department as an additional insured or loss payee, as applicable. The Contractor and any subcontractor performing work under the Contract shall provide certificates of the required insurance to the Department at the time of execution of the Contract or at a time mutually agreeable to the parties. Acceptance of the certificates shall not relieve the Contractor of any obligation under the Contract.

2.10.2 Coverage

All insurance policies required by the Contract shall provide coverage for all claims arising from activities occurring during the performance of the Contract regardless of the date the claim is filed.

2.10.3 Subcontractors

The Contractor shall require any subcontractor to purchase and maintain similar policies of insurance as described in this Subsection.

2.10.4 Notice of Cancellation

The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Department.

2.11 Bonding Requirements

2.11.1 Fidelity Bond - The Contractor is not required to post a fidelity bond.

2.11.2 Performance Bond

The Contractor is not required to post a performance bond. However, each prospective bidder is encouraged to offer one in their proposal. The bond shall be delivered to the Department upon execution of the Contract, and it shall be issued by a qualified surety licensed to do business in Iowa, which is acceptable to the Department, on a form acceptable to the Department. The bond shall provide funds to the department for any liability, loss damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, indemnify the Department under circumstances described in the Contract, and the Contractor's obligation to perform the services required by the Contract throughout the entire term of the contract.

2.12 Indemnification

2.12.1 General Indemnification

The Contractor shall defend, indemnify and hold harmless the State of Iowa, the Department, its employees and agents from any and all liabilities, damages, settlements, penalties, judgments, fines and claims, and all related costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney's fees of other counsel required to defend the Department arising out of or related to:

- any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in the Contract;
- any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to any negligent or intentional act or omission of the Contractor, its principals, officers, employees, agents, board members, or subcontractors;
- any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to the release of information that the Contractor is required to maintain as confidential information pursuant to federal and state law and as provided for in this Contract;
- any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to any failure by the Contractor or any subcontractor to comply with applicable federal, state and local laws, regulations, rules, and orders; or

- any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to an act or omission of the Contractor or any subcontractor in their capacity as an employer of a person.

2.12.2 Indemnification Procedure

After receipt by the Department of notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in which it will seek indemnification, the Department shall notify the Contractor of such claim in writing. Failure to notify the Contractor shall not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Department relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the Contractor shall notify the Department in writing if the Contractor elects to assume control of the defense and settlement of the claim (a "Notice of Election").

If the Contractor delivers a timely Notice of Election, the Contractor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that:

- the Department shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the Department about the status and progress of the defense;
- the Contractor shall at the request of the Department, demonstrate to the reasonable satisfaction of the Department the Contractor's financial ability to carry out its defense and indemnity obligations;
- the Contractor shall periodically advise the Department about the status and progress of the defense and shall obtain the prior written approval of the Department before entering into any settlement of such claim or ceasing to defend against such claim, which approval shall not be unreasonably withheld; and
- to the extent that any principles of Iowa governmental or public law may be involved or challenged, the Department shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Iowa governmental or public law.

If the Contractor does not deliver a Notice of Election as provided above, the Department shall have the right to defend the claim in such manner, as it may deem appropriate, at the cost and expense of the Contractor. The Contractor shall promptly reimburse the Department for all such costs and expenses.

2.13 Rights in Data

The State shall own the copyright or other property interests in specified deliverables, unless otherwise agreed to.

"Contractor works", defined as software or similar intellectual products developed previous to this contract or independently outside of the intent to exclusively satisfy the contract with the State, or resulting from any contract with other parties, are the property of the vendor. For contractor works, so defined, used in deliverables for the State, the State shall be given an internal use only license, royalty free and perpetual, by vendor.

All other information, reports, studies, object or source code, flow charts, diagrams, and other tangible and intangible material of any nature whatsoever not so specified contractor works produced by or as a result of any other services and all copies of any of the foregoing shall be the sole and exclusive property of the State.

The State shall have the right to audit the source codes for any software developed by the vendor and used in connection with this contract. The source codes shall be deposited in a location mutually agreeable to the parties.

To the extent that the materials are not deemed "contractor works", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted by the State.

The State shall promptly, and in writing, notify the vendor of any patent, copyright or similar claims of infringement made against it by any third party, and shall take action as may be necessary to avoid default or other adverse consequences until such time as the vendor has a reasonable opportunity to assume the defense of the claim or participate in the defense in cooperation with the State.

In any claim of infringement against the State, wherein the vendor shall have an obligation to defend under this section, the vendor shall cooperate and support the State; including the provision of vendor's counsel in support of representation of the State by the State Attorney General.

In the event that any order of a court of competent jurisdiction shall prevent the State from using all or any part of such software product provided by the vendor, the vendor shall either (a) obtain for the State, at vendor's expense, the right for the State to continue using all of such software product, including the alleged infringing portion, or (b) replace such infringing portion of such software product to make it non-infringing at the vendor's expense.

2.13.1 General Skills

Notwithstanding anything to the contrary in this Subsection, the Contractor shall be free to use and employ its general skills, know-how and expertise and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing services under the Contract, so long as it acquires and applies such information without disclosure of any confidential or proprietary information of the Department and without any unauthorized use or disclosure of work product developed in connection with the Contract.

2.14 Liabilities

2.14.1 Increased Costs or Expenses

The Contractor acknowledges and agrees that the Department shall not be responsible for or liable to the Contractor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Contractor under the Contract.

2.14.2 Other Department Contractors

The Contractor acknowledges and agrees that the Department shall not be responsible for or liable to the Contractor or its subcontractor(s) for any damages that may be suffered by the Contractor as a result of any act or omission of any other contractor of the Department.

2.15 Project Management

2.15.1 Meetings with Department

Key staff of the Contractor and any subcontractor responsible for the administration of the Contract shall be accessible to Department staff and shall meet with Department staff and staff of other contractors as requested at a time and place specified by the Department. Within fifteen (15) days of a change in staffing of key personnel, the Contractor shall notify the Department of the change.

2.15.2 Contract Compliance and Monitoring

The Contractor and any subcontractor shall meet with the Department and provide information as requested to review the Contractor's compliance with the terms of the Contract and level of performance. The Contractor agrees the Department or the Department's duly authorized and identified agents or representatives of the state shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality control reviews, review Contract compliance, assess management controls, assess the Contract services and activities, and provide technical assistance.

2.15.3 Status of Contractor

The Contractor and any subcontractor shall at all times be independent contractors and not employees of the State of Iowa. The Contractor and any subcontractor shall be responsible for payment of taxes, fees and charges when due. Neither the Contractor nor the Department, unless otherwise specifically provided for in the Contract, has the authority to enter into any agreement or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

2.15.4 Subcontracts

The Department reserves the right to give prior approval to any subcontract entered into by the Contractor for requirements of the Contract. A subcontract shall not affect compensation by the Department to the Contractor or the distribution of compensation. All subcontracts shall be in writing and copies shall be provided to the Department upon request. The terms and conditions imposed on the Contractor under the Contract shall also apply to any subcontractor and shall be incorporated into any subcontract. The Contractor shall be responsible for all work performed under the Contract, whether or not subcontractors are used. A subcontract shall not relieve the Contractor of any responsibility for performance under the Contract.

The Contractor shall notify the Department of any planned use of subcontractors. This notice shall include, at a minimum, the name and address of each subcontractor, the scope of work to be performed by each subcontractor, the subcontractor's qualifications and the estimated dollar amount of each subcontract. If during the course of the subcontract period the Contractor or subcontractor wishes to change or revise the subcontract, prior written approval from the Department shall be required. The Department shall have the right to request the removal of a subcontractor for good cause.

2.15.5 Approval

The Department shall give any approval or consent required or requested pursuant to the Contract in a timely manner. The Department's approval and consent shall not be unreasonably withheld.

2.15.6 Key Personnel

2.15.6.1 Project Manager

The Contractor's Project Manager shall be fully qualified to perform the tasks required under the Contract. The Project Manager shall function as the Contractor's authorized representative for all management and administrative matters. The Contractor's Project Manager shall have the authority to make binding decisions pursuant to the Contract. The Project Manager or other substitute project management personnel for the Contractor shall be available to provide immediate response to the Department. If the Contractor's Project Manager is removed or replaced, the Contractor shall promptly provide notice to the Department. The Contractor shall use best efforts to find a replacement Project Manager and to have the replacement begin work before the incumbent Project Manager departs.

2.15.6.2 Project Staff

The Contractor shall provide an organizational chart of the project team, including names and job descriptions of key project staff, and updates as changes occur. The Department reserves the right to approve or disapprove proposed changes in staff or to require the removal or reassignment of the Contractor's or any subcontractor's staff for good cause.

2.15.7 Contract Disputes

At a minimum, the parties shall agree to meet informally to solve any operating or contractual disputes (except as otherwise specifically provided for in this agreement), and to mediate the dispute prior to filing a court action (except an action for emergency injunctive relief).

2.15.8 Maintenance of Records

The Contractor shall retain, preserve and make available upon request all records relating to its performance and to any subcontractor's performance under the Contract that sufficiently document and calculate all compensation from the Department during the term of the Contract and for a period of not less than three (3) from the date of termination of the Contract. Records involving matters, which are the subject of litigation, shall be retained for a period of not less than five (5) years following the termination of litigation, if the litigation is not terminated within the normal retention period. Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of the Department, provided that the microfilming procedures are approved by the Department as reliable and supported by an effective retrieval system.

2.16 General Provisions

2.16.1 Assignment/Change of Control

No assignment, transfer, or other conveyance of the rights, duties or obligations of the Contract shall be made by the Contractor without the written consent of the Department. This provision includes the reassignment of the Contract due to change in ownership of the Contractor. Any assignment shall be made explicitly subject to all defenses, setoffs or counter claims that would have been available to the Department against the Contractor in the absence of such assignment. All terms, provisions and conditions of the Contract shall be binding upon the parties and their respective successors and assignees.

2.16.2 Compliance with the Law

The Contractor and any subcontractor shall comply with applicable federal, state and local laws, regulations, rules, and orders. The Contractor and any subcontractor shall also comply with applicable federal and state laws regarding business permits and licenses that may be required to perform services under the Contract. The Contractor and any subcontractor shall also comply with state and federal civil rights laws and regulations, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disability Act of 1990

2.16.3 Contract Modifications

The parties agree to meet and negotiate in good faith any modifications to the Contract which the parties believe are necessary. Modifications shall be mutually agreed to by the Contractor and the Department and incorporated into the Contract as a written amendment. Without written approval of the Department, the Contractor shall not materially alter or vary the services to be

performed. The Department reserves the right to modify the Contract as a result of changes in federal or state statutes, regulations, policies, or rules. Contract modifications made for one State will be available for all States.

2.16.4 Cumulative Rights

The various rights powers, options, elections, and remedies of either party provided in the Contract shall be construed as cumulative and not exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

2.16.5 Equal Employment Practices

The Contractor shall comply with all provisions of federal, state, and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Contractor, if requested, shall provide state and federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The Contractor shall insure that its employees, agents and subcontractors comply with the provisions of this Subsection.

2.16.6 Choice of Law and Forum

The Contract shall be construed and governed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Contract shall be brought in an appropriate Iowa forum.

2.16.7 Headings or Captions

The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.16.8 Integration

The Contract represents the entire Contract between the parties and neither party is relying on any representation that may have been made which is not included in the Contract.

2.16.9 Lobbying Restrictions

The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

2.16.10 No Conflict of Interest

The Contractor warrants that it has no interest and shall acquire no interest that would conflict in any manner or degree with the performance of the services under the Contract.

2.16.11 Not a Joint Venture

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties. The status of the Contractor and all subcontractors shall be that of an independent contractor. Neither party, unless otherwise specifically provided in the Contract, has the authority to enter into any contract or create a binding obligation or liability on behalf of or in the name of the other party.

2.16.12 Notices

Notices under the Contract shall be in writing, to the representative of the party to receive notice identified below, at the address as it appears below. The effective date for any notice under the Contract shall be the date of mailing, which may be effected by certified U.S. Mail return receipt requested, postage prepaid, or by recognized overnight delivery service such as Federal Express or UPS.

If to Department: _____

If to Contractor: _____

2.16.13 Obligations beyond Contract Term

The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All continuing obligations of the Department and Contractor incurred or existing under the Contract as of the date of termination or cancellation shall survive the termination or cancellation.

2.16.14 Warranties:

The vendor warrants that services will be provided in a workman like manner and meet or exceed accepted industry standards and practices. The vendor will remedy, at no additional cost, any deficiencies attributable to the work performed by the vendor within one (1) year of the date of final acceptance by the State of services performed under the contract if reported to the vendor in writing by the State within thirty (30) days of the time the deficiency was first observed or should have been observed by the State.

This warranty shall not apply to any deliverable which:

- a) was modified at or by the STATE without the SP's consent,
- b) which was operated outside standard conditions and operating requirements for the deliverable,
- c) which was damaged due to conditions resulting from external causes, or

d) if identifying serial numbers or other similar identification has been removed from the deliverable.

2.16.15 Obligations of Joint Entities

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of such activities and obligations.

2.16.16 Publications

The Contractor shall not publish results of Contract activity without prior written approval of the Department. Such publication (written, visual or audio) shall contain an acknowledgment of Department support. A copy of any such publication shall be furnished to the Department at no cost.

2.16.17 Severability

If any provision of the Contract is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other part or provision of the Contract.

2.16.18 Solicitation

The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure the Contract for commission, percentage or contingency excepting bona fide employees or selling agents retained for the purpose of securing business.

2.16.19 Utilization of Targeted Small Business Enterprises

The Contractor acknowledges it is the policy of the State that certified targeted small business enterprises (TSB) shall have the maximum, practicable opportunity to participate in the performance of state contracts. Where feasible or applicable under the Contract, the Contractor agrees to make a reasonable effort to subcontract with TSBs provided that to do so is not inconsistent with the efficient performance of the Contract. For more information on TSBs contact The Iowa Department of Economic Development.

2.16.20 Suspension and Debarment

The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

2.16.21 Waiver

Except as specifically provided in a waiver signed by the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right with respect thereto.

2.16.22 Drug Free Work Place

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 as implemented at 45 CFR Part 76.

2.17 Authorization

Each party to this Contract represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform its obligations under this Contract.
2. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

2.18 Sovereign Immunity

The State specifically reserves the defense of sovereign immunity as allowed by state or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

2.19 Service of Process

Contractor irrevocably consents to service of process by certified or registered mail addressed to Contractor's designated agent. Contractor appoints (***Fill in the Blank***), as its agent (legal representative) to receive service of process. If for any reason Contractor's agent for service is unable to act as such or the address of the agent changes, Contractor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Department of the notice required under this section. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law.

End of Chapter 2.

CHAPTER 3

SCOPE OF SERVICES AND MANDATORY REQUIREMENTS

REQUEST FOR PROPOSAL NO. BD80300S210

THIS CHAPTER CONSISTS OF PAGES 1 THROUGH 14 INCLUSIVE

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3.1 Purpose

This Request for Proposal (RFP) is designed to select a qualified vendor who will be responsible for providing a Resource Accounting and Chargeback System at a competitive and reasonable cost. The vendor selected must meet all requirements set forth in this RFP. No proposals shall be considered that do not conform to the mandatory requirements of the RFP. It is the intent of the Agency to select one vendor.

The following objectives and benefits for the Resource Accounting and Chargeback System were established by IWD to guide the system's implementation and to direct the ongoing administration of the system.

3.1.0 Objectives

- A. To equitably allocate the cost of all computing systems services to the recipients of those services.
- B. IWD desires to complete the implementation of the proposal, Resource Accounting and Chargeback System by the end of December, 2002.
- C. To enable users to make cost an objective basis for applications planning by assuring consistent ongoing cost /services ratios.

- D. To aid computing system configuration management by discouraging use of less efficient, obsolescent, high-cost resources.
- E. To assure established data processing service levels, including computing system performance and availability, by encouraging the use of more efficient, more reliable, lower cost resources.

3.1.1 Benefits

- A. Will equitably allocate the cost of all computing system services to the recipients of those services.
- B. Will make objective information about the cost of using specific DP resources available to users, enabling them to make cost an objective basis for application planning.
- C. Will facilitate containment of the costs of providing service by discouraging the use of high cost to cover costs, less efficient, obsolescent hardware, software and other resources.
- D. Will support established data processing service levels by encouraging the use of more efficient, more reliable resources, decreasing the likelihood of costly resource failures/ delays.
- E. Will provide a basis for projecting the cost to the user of the system expansion, enhancement, and/ or upgrade.
- F. Will provide data to help justify allocation of financial resources to services providers

3.1.2 Environment

The computing environment encompasses a mixed environment of host (OS/390), Unix, and NT servers. Over 100 mid-tier servers are located in the primary Des Moines data center and in field offices distributed across the state in the various counties. These field offices are organized into sixteen regions determined primarily by service boundaries.

Certain offices are designated as “regional hub” offices. Each regional hub has its own management staff responsible for provision of IWD services, and making decisions regarding that region’s offices and IT resources.

The field offices are networked via a combination of fiber, T1, and 56Kb frame relay circuits, leased through the Iowa Connection Network (ICN). The six regional hubs each connect to the IWD Des Moines data center; in turn, the various field offices connect to the appropriate regional hub via a connection determined in part based on local funding considerations.

Mainframe Environment

IWD runs one 2066-0A1 processor, running OS/390 2.10 (Z/OS VER 1.4 by February '03). Primary subsystems include:

- Six production CICS regions running Version 4.1, (CICS Transaction Server Version 2.2 by December '02) executing running approximately one million transactions per day. The regions are structured in an MRO configuration (terminal, application, and file-owning regions), with two separate regions dedicated to imaging applications.
- Eight Test CICS Regions running Version 4.1, (CICS Transaction Server Version 2.2 by December '02) executing running approximately one million transactions per day. The regions are structured in an MRO configuration (terminal, application, and file-owning regions), with two separate regions dedicated to imaging applications.
- DB2 version 5.1 (Version 7.1 by October '02)
- Combination DF/HSM and FDR for backup processing.
- One automated tape robotic system (six 3494 drives), containing approximately 2800 cartridges
- 3490 cartridge drives; approximately 6000 cartridges in the tape library.
- 3420 round tape drives; approximately 300 tapes in the library. These drives and tapes are used primarily for data interchange with outside agencies.
- Various printers charged by line (Impact Printers) or Image (Laser Printer). Printers are attached via token ring, Ethernet, and Channel attached, 3174 Controller.
- 3995-C38 Optical Library with 100 8X cartridges and 700 IX and 8X backup cartridges.

The systems support staff have used the Best/1 product for capacity and performance reporting.

Unix environment

IWD uses four Unix servers to provide Oracle database services. The systems are Sun 4500 4-way processors, running mainly Solaris 8; the primary Oracle instances run version 8.17; one instance (the Operational Data Mart) runs version 8.16. There are plans underway to upgrade to Oracle 9i. The WebPas application (job placement services) comprises three Oracle instances, providing database services to the NT/web-based front end.

One Unix system runs Solaris 2.6, providing firewall and VPN services to the network.

Enterprise:

AIX and Redhat Linux platforms.

NT environment

Approximately 110 Intel Servers running Windows NT/2000 servers comprise the remainder of the IT computing environment. About half of these servers provide various Lotus Notes services; the remaining servers provide either specialized application services or services related to maintaining the NT environment.

The field offices provide “Resource Room” functionality: office applications, web access, job placement, resume tracking, etc. These services are available to the general public. A custom “Resource Center Shell” application provides a tabbed dialog for users; logging data can provide usage statistics by office, machine, the tab label, the function, and time spent on the function. Since the dialog may be customized by the local office, the logging data may need to be filtered or transformed to provide a coherent view of Resource Room usage.

Thirty-six Notes servers provide email functionality, not running clustered; there are approximately 2000 mailboxes. There is a possibility of consolidating into twenty-two servers for email provision.

Three Domino Enterprise servers provide web hosting on Domino clustering for the job board/listing and unemployment benefits applications.

Other Notes servers provide for common applications and Domino Documentation services; the data hub server provides replication services across the entire Notes network.

MQ Series messaging middleware is used for communication from the Notes environment to legacy CICS processing on the host OS/390 system. MQ Series also provides messaging between the dial-up Voice Response (VRU) system and Notes applications.

Three Windows 2000 systems provide IIS web hosting services (IIS version 5 and SQL Server 2000). There are two main sites, used respectively for production and development. Much of the hosted activity functions as a navigational and verification interface to the back-end Domino services; once a customer has been connected to the Domino site, IIS is no longer involved in the transaction. IIS has been configured with full, extended W3C logging.

Enterprise:

MS Active Directory

MS Exchange Server

Support systems include the following:

Compaq file storage subsystem, front-ending 2 controllers, 5 servers, and about 1.1 Terabytes of storage.

Two NT print servers; the primary server handles about 95% of the print workload; the secondary server handles about 25 printers.

One NT system providing DLT tape server hosting; IWD uses Veritas version 8.6 for its mid-tier backup strategy.

One Proxy Server system, which controls only browser activity from the Resource Rooms.

Dial-up and VPN access to the IWD resources pass through a single authentication server (CISCO Secure Server),

Approximately twenty-one servers providing SMS, SNA, firewall, Access control, HP OpenView network node manager, CD tower, CD server, domain controller (primary and three backup), DNS services, TTY, and DHCP services.

3.2 Mandatory: General Requirements

All proposals must include a positive statement that each of the provisions below will be satisfied by the proposed solution, or the proposal will be deemed non-compliant.

3.2.1 Overall Provisions

- 3.2.11 Proposed components for this solution must be proven, integrated and from the same vendor.
- 3.2.12 Provide a complete explanation of staffing requirements to maintain the system after implementation, including ongoing maintenance.
- 3.2.13 The proposed solution must be able to be implemented at different locations throughout an enterprise and across multiple and different platforms.

3.2.2 Operating System Environment and Database Architecture

- 3.2.21 Software must be proven software in production at other locations that will run on IWD's current environment.
- 3.2.22 The proposed solution must provide upgrade strategy and future version upgrades of your proposed software.
- 3.2.23 The system must be easily customized and supported, with technical support available.

3.2.3 General Specifications of System

- 3.2.31 The proposed solution must integrate accounting data across multiple platforms, including distributed servers, into a common repository on an existing platform at IWD.
- 3.2.32 The proposed solution must require no hooks or system exits and no changes required in user JCL, Startup, or Logon procedures.

- 3.2.33 The proposed solution must support normalization of billing rates for Multiple CPU's of differing speeds and platforms.
- 3.2.34 The proposed solution must maintain descriptive and financial data. This data must be easily maintained and accessible, and must include current and previous year data.
- 3.2.35 The proposed solution must generate resource utilization details and summarization as well as management reports. Modeling options should be available to determine outcomes of a different set of rates on different bases.
- 3.2.36 The proposed solution must provide ability for customization or special applications.

3.2.4 General Specifications of Internal Software Components

- 3.2.41 The proposed solution must include a description of your rate structure and how it can be modified and updated, including additions, changes and deletions.
- 3.2.42 The proposed solution must have the ability to capture comparable usage data across the enterprise and flexibility to charge at different rates.
- 3.2.43 The proposed solution must have the ability to support all available organizational codes and account structure in Iowa Financial Accounting System (present and future) and be able to support a robust menu of services.
- 3.2.44 The proposed solution must have methodology for system charges for printing in the IWD environment, including host printing (OS390, ZOS), domain printing (NT Domain, formatting and printing protocols.
- 3.2.45 The proposed solution must allow allocation to multiple accounts including proration to distribute charges for a single application.
- 3.2.46 The proposed solution must be able to process and merge periodic usage files from all platforms into a common repository.
- 3.2.47 The proposed solution must include a description of the system maintenance in regard to Client Identification, Billing Rates, Billable Items and Account Code generation, creation of exception files for unmatched accounting codes and account code editing.
- 3.2.48 The proposed solution must support both summary and detail statistics for drilldown. The system must provide the ability to drill down within a specified resource group. Drilldown should be supported by selection criteria within the resource group specified.

- 3.2.49 The proposed solution must allow for accounting information to be able to cross date barriers for jobs beginning before and ending after a date change. Related is a turnaround time determination to provide by calculation based on job completion time as compared to start time.

3.2.5 Customer Interface

- 3.2.51 The system must support External Billing Transactions for the charging of Non-Computer Generated Resource items.
- 3.2.52 The system must use standard report writing tools.
- 3.2.53 The proposed system must allow users to download data to create custom reports and custom spreadsheets.
- 3.2.54 The proposed system must provide web browser access.
- 3.2.55 The proposed solution must provide accounting crediting capability that permits the application of credits against specific accounts at all steps of invoicing process including subsequent to invoicing.
- 3.2.56 The proposed solution must provide debit and credit capability that provides a flexible, global method of applying charges for any type of service defined.
- 3.2.57 The proposed solution must provide account crediting and debiting codes that permit modification in one place by authorized person without reprogramming or individual tailoring.
- 3.2.58 The proposed solution must provide a comprehensive table for job accounting must be flexible to allow for all prices and possible timing factors desired. The factors should be easily changed in one place at any point in time.
- 3.2.59 Resulting invoicing must be based on consistent, accurate, simple to change and equitable accounting methods as demonstrated by repeatability of application.

3.3 Mandatory: Prospective Vendor Background Information and References

For each of the following statements or questions, prospective Vendors shall provide complete, concise, and accurate information. Failure to provide the information in the form requested or inaccurate or misleading information or answers may result in rejection of the proposal from evaluation. Please restate the section number and the question asked immediately preceding the response. Do not include advertising or marketing materials. *Please note: Before execution of a contract with a successful Out of State Vendor, the successful Vendor must register to do business in Iowa with the State of Iowa Secretary of State.*

3.3.1 Mandatory: Prospective Vendor Business Information

Please respond to each of the following:

1. Name, primary address, telephone number, facsimile transmission number and name of contact person for purposes of the prospective Vendor's response to this RFP. If the business entity submitting the proposal has changed, altered, or modified the structure of its business entity or its name within the past three (3) years, for each of the questions asked below, the prospective Vendor shall include responses to the questions both for its current business entity and for its prior business structure and its prior name.

2. Type of business entity (i.e., corporation, partnership, etc.).

A. If the entity is a corporation, identify the State of incorporation. If the entity is a foreign corporation, state whether or not the corporation is in good standing with the appropriate authorities in the State of Incorporation; if not, why is the corporation not in good standing?

B. If the entity is a foreign corporation, is the corporation registered and in good standing with the Iowa Secretary of State's office? If not, is the corporation eligible to be registered with the Iowa Secretary of State's office? If not, why not?

C. If the entity is a corporation, has the corporation lost its charter, certification or registration for any reason in any State in which it is registered? If so, why?

D. If the entity conducts its business in a form other than a corporation, state whether or not the business entity is licensed, registered, chartered, to do business in any State(s) other than Iowa. If the business entity is chartered, licensed or registered to do business, identify each State in which the entity is so chartered, licensed or registered, and further state whether the business entity is in good standing in each State identified above. If not, why not?

3. Name and location(s) of offices or other facilities in which the prospective Vendor conducts its business.

4. The prospective Vendor's Federal Identification Number And Iowa Tax Identification or Registration Number, if any. Provide completed Federal W-9 form.

3.3.2 Business Practices Information

1. Identify each State in which the business operations or dealings of the corporate (or other type of) entity are subject to charter, registration, certification, licensure or regulation.

(A) For each such State identified, state whether the business entity has been disciplined, admonished, warned, had its license, registration, charter, certification or any similar authorization to do business suspended or revoked for any reason (collectively “disciplined”).

(B) If the business entity, its officers, agents or employees have been disciplined or disciplinary actions are pending in any State in which the business dealings of the entity are subject to regulation, identify the name of the regulatory agency with authority to discipline. In addition:

(1) Identify the docket number and any and all other identifying captions or information;

(2) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;

(3) Provide a clear and concise statement of the manner in which the proceeding was resolved;

(4) State the sanction, if any, which was imposed (or is currently pending) against the business entity, its officers, agents or employees.

2. In addition to the proceedings listed above (if any), are there any other pending administrative, criminal or civil proceedings against the business entity, its officers, agents or employees that relate directly or indirectly to the conduct of the business? If so,

A) Identify the docket number and any and all other identifying captions or information;

B) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;

C) Accurately summarize any and all orders which have been or were entered in the matter;

D) State the sanction(s), penalties, fines, damages and/or injunctive relief, if any, to which the business entity, its officers, agents and/or employees may be subject in the event of a finding against the business entity, its officers, agents and/or employees.

3. Within the past three (3) years, have any complaints been filed or lodged against the business entity, its officers, agents or employees with the Attorney General of any state, the Better Business Bureau of any state, the Consumer Affairs’ Office (or similar nomenclature) of any state, the Federal Trade Commission or any other federal agency which relate directly or indirectly to the conduct of the business? If so,

(A) Identify the docket number and any and all other identifying captions or information;

- (B) Provide a clear and concise statement of all allegations against the business entity, its officers, agents and/or employees;
- (C) Accurately summarize any and all orders that have been or were entered in the matter;
- (D) State the sanction(s), penalties, fines, damages and/or injunctive relief, if any, to which the business entity, its officers, agents and/or employees have been or may be subject in the event of a finding against the business entity, its officers, agents and/or employees.

4. Within the past five (5) years, state whether or not the business entity has filed a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors. If so, explain the circumstances and the outcome of any such filing in detail.

5. Within the past five (5) years, state whether or not the business entity has been the subject of a filing for involuntary bankruptcy. If so, explain the circumstances and the outcome of any such filing in detail.

3.3.3 Financial Information

Each prospective Vendor shall provide its most recent audited financial statement or other information sufficient for the State to evaluate the financial condition of the prospective Vendor, such as a Dunn & Bradstreet Report or other well-known Credit Report, to insure that the Vendor has the capability to fulfill its obligations under the contract. The most recent Annual Report to Stockholders may suffice.

Prospective Vendors may request that their financial statements and other financial information be kept confidential by the State. Prospective Vendors are required to provide only one copy of the audited financial statement, which shall be submitted with the Original proposal.

3.3.4 Business Activities and References

Each prospective Vendor shall submit a signed release with its response to the RFP, which permits representatives of the State to contact the prospective Vendor's references.

1. Provide a listing of up to 3 contracts with other businesses within the past 5 years for work of a similar size or scope. For each such contract listed, provide the name of the business, the name of the key contact person for the business, the business address, and the business telephone and fax numbers for the individual listed. In addition, provide a clear and concise summary of the types of activities in which you are or were engaged for or on behalf of each business listed. If the contract is not current and ongoing, provide a clear, concise and accurate statement of the reason for termination of the contract or engagement.

2. Provide the name, address, and telephone and fax numbers for 2 financial reference who can provide information relative to your financial responsibility.

3.3.5 Business Plan

(If a prospective vendor has included the information requested in any of the subsections in this section in response to another question in the RFP, the prospective vendor shall include a reference to the location of the information that is responsive to each of the following.)

A. In its response to the RFP, a prospective vendor shall include comprehensive and concise statements that address and demonstrate its understanding of each of the following:

1. The services requested under the RFP;
2. The legal ramifications of applicable federal and state laws and regulations;
3. The expertise of its personnel who will render the requested services (attach the resumes of key personnel who will be charged with the management of the project);
4. The ability to logically plan and complete the stated objectives.
5. The resources that will be devoted to each of the activities required under the RFP;
6. A business plan for timely implementing the services requested, the expected period of time to implement the services, and a description of any transition matters that will impact the implementation. In addition, vendors must include a detailed business plan, which describes how they will accomplish the requirements of this RFP.

3.3.6 Prospective Vendor Experience

In this section, the prospective Vendor shall describe its current and historical experience as well as that of any proposed subcontractors or joint venturers relative to completing the work requested in the RFP.

3.3.7 Subcontractors and Joint Venturers

If the prospective Vendor intends to use subcontractors or enter into a joint venture arrangement to fulfill the primary purposes of the RFP, the prospective Vendor shall respond to each of the above questions for each such subcontractor or joint venturer it proposes to use. If the prospective Vendor intends to use subcontractors or joint venturers to perform services (including but not limited to mailing services, printing, software programming, etc.) ancillary to the primary purposes of the RFP, the prospective Vendor shall disclose for each such proposed subcontractor or joint venturer the information requested in this chapter. *Only the primary contractor may negotiate with the State. The vendor, which submits the proposal, must certify that they are the*

prime contractor and that they as prime contractor accepts full responsibility and liability for its proposal and for any subsequent contract with the State.

3.4 Desirable Features

Proposals will be awarded points for each of the provisions below. Exact number of points available for each provision will be published immediately after proposal due date.

3.4.1 Overall Provisions

- 3.4.11 Additional points will be awarded based on a comparison of vendors description of the migration strategy and timeline for implementation for IWD from current chargeback environment to your proposed chargeback solution. Include the same information for enterprise Komand Pace environment.
- 3.4.12 Additional points will be awarded based on a comparison of vendors references and detailed description of its experience, financial stability, staffing, functions and estimates of time required to implement and maintain the system, and on its extent of acceptance of Chapter 2, Contractual Terms and Conditions and any offer of a performance bond, plus initial suggestions for a mutually agreed upon performance criteria.
- 3.4.13 Additional points will be awarded based on a comparison of vendors detailed business plan that describes how they will accomplish the requirements of this RFP.
- 3.4.14 Additional points will be awarded based on a comparison of vendors responses to 3.2.13 (Implementation across multiple and different platforms).

3.4.2 General Specifications of System Infrastructure

- 3.4.21 Additional points will be awarded based on a comparison of vendors identification of operating systems that your proposed solution will operate under.
- 3.4.22 Additional points will be awarded based on a comparison of vendors upgrade strategy in cost of licenses, maintenance and charges for future upgrades)
- 3.4.23 Additional points will be awarded based on a comparison of vendors description of database architecture used in proposed system.
- 3.4.24 Additional points will be awarded based on a comparison of vendors description of how the system will interface with usage metering data created by any combination of Mainframes, UNIX, and Microsoft Platforms. This includes but is not limited to OS/390, MVS, ZOS, VSE, VM/CMS, VMS, UNIX, IRIX, SOLARIS, HP/UX, AIX, IMS, IDMS, DB2, ADABAS, ORACLE, SQL

SERVER, SYBASE, and INFORMIX. Describe how it will also interface with usage metering data created by multiple other systems including but not limited to Networks, Proxy Servers, Routers, E-Mail Systems, Print Servers, Storage Servers, and other systems that create resource usage log files

- 3.4.25 Additional points will be awarded based on comparison of vendors description of system's flexibility in data maintenance and retrieval including previously run reports and invoices from archives.
- 3.4.26 Additional points will be awarded based on comparison of vendors description of system accessibility for your software and explain the internal auditing procedures such as security controls, access logs, etc.
- 3.4.27 Additional points will be awarded based on comparison of vendors description of external billing transactions for charging of non-computer generated resource items.

3.4.3 General Specifications of System Software Components

- 3.4.31 Additional points will be awarded based on a comparison of vendors description of the rate structure and how it can be modified and updated, including additions and deletions.
- 3.4.32 Additional points will be awarded based on a comparison of vendors description of the ability to capture comparable usage data across the enterprise and flexibility to change and model different sets of rates on different bases. Also, allow for re-costing modeling to determine potential with changed rates
- 3.4.33 Additional points will be awarded based on a comparison of vendors description of the year-to-date reporting capabilities and forecasting features.
- 3.4.34 Additional points will be awarded based on a comparison of vendors description of system maintenance in regard to Client Identification, Billing Rates, Billable Items and Account Code generation, creation of exception files for unmatched accounting codes and account code editing.
- 3.4.35 Additional points will be awarded based on a comparison of vendors description of how solution provides unit conversion capability for Seconds-Minutes-Hours. Must allow rates Per Thousand, Per Unit, Per Hour, or Flat Fee
- 3.4.36 Additional points will be awarded based on a comparison of vendors description of how the system uses accounting code structure to support existing enterprise activity.
- 3.4.37 Additional points will be awarded based on a comparison of vendors description of how the "raw" data from all systems is processed.

3.4.4 Customer Interface

- 3.4.41 Additional points will be awarded based on a comparison of vendors detail of the reporting capability to support summary invoices that can be selectively requested by the user. (A new option desired is to have related detail reporting available through online or web invoice attachments for every customer.)
- 3.4.42 Additional points will be awarded based on a comparison of vendors description of the drill-down process for reports, invoices, detail and summaries.
- 3.4.43 Additional points will be awarded based on a comparison of vendors description of systems ability to express reports, invoices, billing summaries, etc., in end-user understandable terms and language.
- 3.4.44 Additional points will be awarded based on a comparison of vendors description of their solution's ability for online charging information to be available with sessions in jobs submitted in either TSO or batch modes.
- 3.4.45 Additional points will be awarded based on a comparison of vendors description of how their proposed solution can recreate reports and invoices, without reprocessing data run previously, should be available on total or any account level.
- 3.4.46 Additional points will be awarded based on a comparison of vendors description of how your product will support tier pricing for charging different rates at different levels of usage by job class, priority and shift.
- 3.4.47 Additional points will be awarded based on a comparison of vendors description of how the system allows users to create custom reports and spreadsheets.

End of Chapter 3

CHAPTER 4
REQUEST FOR PROPOSAL NO. BD80300S210

THIS CHAPTER CONSISTS OF
PAGES 1 THROUGH 6 INCLUSIVE

PROPOSAL FORMAT AND EVALUATION

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4.0 PROPOSAL FORMAT AND EVALUATION CRITERIA

4.1 INSTRUCTIONS

The contents of the proposal shall be prepared and submitted as described in section 4.2 herein for the Technical Proposal, and section 4.3 for the Cost Proposal. Failure to adhere to these instructions will be cause to reject the prospective Vendor's proposal. ***Vendors are cautioned that use of the forms provided in Chapter 5 is mandatory in preparing and presenting a proposal.*** If additional copies are needed, it is permissible to copy the forms on an office copy machine.

A separate sealed Technical Proposal and a separate sealed Cost Proposal are required in response to this RFP.

The Technical Proposal shall be sealed in a suitable envelope with the following information clearly showing on the outside of the envelope:

Technical Proposal
RFP #
Iowa Department of General Services
Submitted by:
Date:

The Cost Proposal shall be sealed in a suitable opaque envelope with the following information clearly showing on the outside of the envelope:

Cost Proposal
RFP #
Iowa Department of General Services
Submitted by:
Date:

The complete proposal package, containing both the Technical Proposal and the Cost Proposal shall be marked as follows:

Proposal
RFP #
Iowa Department of General Services
Submitted by:
Date:

4.2 TECHNICAL PROPOSAL CONTENTS

No pricing information shall be included in the Technical Proposal. All pricing information shall appear only in the Cost Proposal.

The Technical Proposal shall consist of the following documents and responses:

- A. Cover or Title Page**
- B. Table of Contents**
- C. Letter of Transmittal:** The prospective Vendor's letter of transmittal shall be signed by an officer of the business entity with the authority to bind the prospective Vendor to a contract with the State in the event that the prospective Vendor is successful. The prospective Vendor shall include the name, address, email address, telephone and fax numbers of the official representative of the prospective Vendor to whom all further or additional correspondence with regard to this RFP may be directed.
- D. Administrative, Contractual and Mandatory Requirements**
 - 1. The prospective Vendor shall provide a positive statement with respect to Chapter 1 of the RFP by stating that the prospective Vendor has read, understands, and will comply with the contents. If individual sections contain additional requirements, prospective vendors will comply with the additional requirements (e.g., including bonds, etc.) in submitting the proposal.
 - 2. The prospective Vendor shall provide a positive statement with respect to Chapter 2 of the RFP by stating that the prospective Vendor has read, understands and will comply with the contents. Failure to provide a statement will be deemed acceptance by the prospective Vendor of the terms and conditions as stated. The prospective Vendor may take exception to the terms and conditions as required by the State; however, the prospective Vendor's exceptions may be rejected and the entire proposal deemed non-responsive. The State may elect to negotiate with the successful Vendor(s) regarding contractual terms and conditions which do not materially alter the substantive requirements of the proposal or the prospective Vendor's response to the RFP. If the State requires the prospective Vendor to propose a plan or method of achieving an objective in Chapters 3 or 4, the proposed plan will not be deemed an exception to the contractual terms and conditions, unless the proposed plan substantially and materially alters the requirements as set forth by the State in Chapters 3 and 4.
 - 3. The prospective Vendor shall provide a positive statement with respect to each section contained in Chapter 3 of the RFP by stating that the prospective

Vendor has read, understands, and will comply with the contents of each section of Chapter 3, and further by providing a response as to the methods or plan the prospective Vendor intends to use to meet the State's requirements and a statement as to how the proposed method meets the State's requirements. If a requirement contains a request for additional information, the prospective vendor shall provide concise, accurate and responsive answers to the request for information. Prospective vendors are specifically discouraged from submitting advertising or marketing materials in response to the specific requirements of this RFP.

4. The prospective Vendor shall provide the information requested as defined and outlined in Chapter 4 of the RFP. Instructions are provided in Chapter 4 with respect to the manner in which a prospective Vendor shall respond to the information sought by the State.

- E. A soft copy of the Technical Proposal on CDROM-R in ASCII or RTF.**
- F. If available, a demonstration display application or search engine with capabilities similar to those required in this RFP may be provided on CDROM-R.**

4.3 COST PROPOSAL CONTENTS

The Cost Proposal shall consist of the following documents and responses:

- A. Cover or Title Page**
- B. Table of Contents**
- C. Letter Binding Prospective Vendor to Proposed Transaction Costs.** The prospective Vendor shall include a letter binding the prospective Vendor to its proposed Transaction Costs by providing a statement that the Costs quoted will be binding and unchangeable for a period of not less than 180 days from the date of award of any contract that may result from this RFP.
- D. Letter Certification of Independent Price Determination** (See, Chapter 1 for mandatory contents of letter.)
- E. Cost Proposal.** The prospective Vendor shall include all completed Cost Proposal response forms which are contained in Chapter 5 herein. *The Cost Proposal response forms are the only documents on which specific pricing or reference to pricing or Costs shall appear.*
- F. A soft copy of the Cost Proposal on CDROM-R.**

4.4 EVALUATION PROCESS

- A. Proposals from prospective Vendors shall be received until the due date and time as specified in Chapter 1 of the RFP. Late proposals will be rejected and not evaluated. Such proposals will be returned unopened or disposed of by the State at the conclusion of the RFP process.
- B. Technical Proposals will be opened, and a determination will be made that the prospective Vendor's Technical Proposal complies with the proposal format instructions for submitting a proposal. Non-compliant Technical Proposals and correspondingly sealed Cost Proposals may be rejected and no further evaluation of the proposal will be made. Non-compliant Technical Proposals and their respective sealed Cost Proposals shall be handled by the State pursuant to Chapter 1 herein.
- C. A committee shall evaluate the contents of the Technical and Cost Proposals and make recommendations to the Department.
- D. All Cost Proposals will remain unopened and separated from the Technical Proposals until the committee has completed its evaluation of the Technical Proposals.
- E. If a prospective Vendor's Technical Proposal complies with the proposal format instructions, but does not comply with the mandatory requirements for providing responses as required in Chapters 1 through 4, the prospective Vendor's Technical Proposal may, in the sole discretion of the State, be deemed non-compliant. If the prospective Vendor's Technical Proposal is deemed non-compliant, the corresponding Cost Proposal will not be opened or evaluated, and the proposal shall be rejected. The non-compliant Technical Proposal and the corresponding sealed Cost Proposal shall be handled by the State as described in Chapter 1.
- F. After the committee has completed evaluation of all Technical Proposals, the Department shall open the Cost Proposals for all technically compliant prospective Vendors. A determination will be made by the State that the prospective Vendor's Cost Proposal complies with the proposal format instructions for submitting a proposal. Non-compliant Cost Proposals and their respective Technical Proposals may be rejected and no further evaluation of the proposal will be made. A non-compliant proposal shall be handled by the State pursuant to Chapter 1.
- G. The Committee shall evaluate compliant Cost Proposals.
- H. Technical and Cost Proposals will be awarded points (1000 points maximum) as follows:

The compliant prospective Vendor's Technical Proposal will be evaluated by the committee and points will be awarded for each category, as applicable, identified in section 4.5 below based upon the information, responses, and documentation (subject to verification) provided by the prospective Vendor. Seventy Percent (70%) of the maximum number of points available is derived from the Technical Proposal. The criteria used to evaluate the Technical Proposals will be weighted to reflect the importance of the criteria in the evaluation. Thirty percent (30%) of the maximum number of points available is derived from the Cost Proposal. No prospective vendor is promised a minimum or maximum number of points.

4.5 TECHNICAL EVALUATION CRITERIA (700 points available)

Once it is determined by the committee that the proposal adequately provides a positive response to each of the provisions in Chapter Three, the committee will evaluate the responses on each of the desirable features provisions. Total available points is 700. The exact number of points available for each provision will be published to each vendor submitting a compliant proposal immediately following the bid due date.

4.6 COST EVALUATION CRITERIA (300 points available)

Cost Proposals will be evaluated only after all technical proposals have been scored. Points will be awarded as follows: The Cost Proposals will be ranked from least expensive to the most expensive. The lowest bid shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the lowest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the Cost points awarded to other compliant vendors. Percentages and points will be rounded to the nearest whole value. Example: Vendor A quotes \$35,000; Vendor B quotes \$45,000; Vendor C quotes \$65,000.

Vendor A: $\frac{\$35,000}{\$35,000} =$ receives 100% of available points on Cost or 300 points.

Vendor B: $\frac{\$35,000}{\$45,000} =$ receives 78% of available points on Cost or 234 points.

Vendor C: $\frac{\$35,000}{\$65,000} =$ receives 54% of available points on Cost or 162 points.

The compliant prospective Vendor's Technical Points will be added to the Cost Points awarded to obtain the total points awarded for a proposal.

End of Chapter 4

CHAPTER 5

REQUEST FOR PROPOSAL NO. BD80300S210

This chapter consists of pages one through ten inclusive.

PROPOSAL RESPONSE FORMATS

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1) INTRODUCTION

This section of the RFP provides the required forms for the submission of Technical and Cost Responses for the proposal evaluation process. Entering the specific responses required using the forms and the instructions provided for completion is of paramount importance for fair and consistent evaluation of the vendor's offerings. Failure to follow this procedure shall be grounds for declaring the submitted proposal as non-compliant.

2) INSTRUCTIONS

Each group of forms has specific instructions provided for completion of the forms as follows.

TECHNICAL RESPONSE FORMS

The **Technical Proposal Response Forms** are provided in **Appendix 5A**. The forms provide space for an answer and a reference to a specific location in the proposal where the answer is provided. These forms shall be completed; and when completed, with attachments, shall constitute an entire response to this section of the proposal. That is, the Technical proposal consists of completed forms plus attachments and reference material. If more room is needed, please use an addendum. Remember, these Response Forms are mandatory. If additional copies are needed, it is permissible to copy the forms on an office copy machine. With regard to the cost proposal forms the vendor may create an identical form using a computer application to allow the vendor to automate the process of completing the cost proposal portion required by this RFP. Failure to use the forms shall result in the rejection of the proposal!

In many instances the forms require attachments that support a response. In the event that an attachment is longer than one page, in the location reference be sure to include page numbers and, if appropriate, a paragraph number reference so that the reviewers can easily find the answer. If a proposal does not clearly identify by page or exhibit where information is given, the proposal may be deemed non-responsive for each question.

Submit Response Forms according to Chapter 4.

Should additional attachments be needed to explain an offering, please cite each such attachment where applicable on the form and state specifically where the information is to be found. Attachments shall be numbered identically to the section number where they are requested (i.e., ATTACHMENT 3.3, 4.1).

On the bottom of each page of the response forms there is a line reading: "Submitted By: ____" Enter the name of the proposing company on this line. Reference materials shall be presented as an organized, bound (such as a 3-ring binder) unit complete with a table of contents and index tabs.

Unless otherwise indicated as a yes/no question, the items listed on each form have been divided into two (2) columns: The first is labeled INCLUDED, the second is labeled LOCATION.

INCLUDED means that this specific requirement has been accepted, provided by the vendor, and is included in the proposed service.

LOCATION is a specific reference to the precise location in the proposal response which substantiates the answer.

If an attachment is provided in addition to a requested attachment, indicate same on the form near the answer to the question which the attachment supports. The forms are

numbered to correspond with respective requirements. Supporting text in the proposal response shall be identically numbered. Incomplete, incorrect or misleading answers are unacceptable and will be considered unresponsive.

COST RESPONSE FORMS

The COST Proposal Response Forms is provided in **Appendix 5B**. The forms provide space for an answer and a reference to the location where the answer is provided. The form must be completed; and when complete, with attachments, shall constitute an entire response to this section of the proposal. That is, the Cost Proposal consists of completed form plus attachments and reference material. If more room is needed, please use an addendum. Remember, these Response Forms are mandatory. If additional copies are needed, it is permissible to copy the form on an office copy machine. With regard to the Cost proposal form the vendor may create an identical form using a computer application to allow the vendor to automate the process of completing the Cost proposal portion required by this RFP. Failure to use the form may result in the rejection of the proposal!

Submit Cost Response Form in a separate sealed envelope
in accordance with Chapters 1 and 4.

Should additional attachments be needed to explain an offering, please cite each such attachment where applicable on the form, and state specifically where the information is to be found. Be sure to include page numbers and, if appropriate, a paragraph number reference so that the reviewers can easily find the answer. If a proposal does not clearly identify by page or exhibit where information is given, the proposal may be deemed non-responsive for each question.

Attachments shall be numbered identically to the page number and item to which they apply. Be sure to use the response form to specifically reference all information requested in this Section of the RFP.

On the bottom of each page of the response form there is a line reading: "Submitted By: _____" Enter the name of the proposing company on this line. Reference materials shall be presented as an organized, bound (such as a 3-ring binder) unit complete with a table of contents and index tabs.

(Remainder of Page Intentionally Left Blank.)

APPENDIX 5A

TECHNICAL PROPOSAL RESPONSE FORMATS REQUEST FOR PROPOSAL #BDBD80300S210

REQUEST FOR PROPOSAL #BD80300S210

TECHNICAL PROPOSAL RESPONSE FORMAT, Part One

Vendor's Name: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone Number (Incl. Area Code): _____

FAX Number: _____

Signature of Officer: _____

Printed Name: _____

Title: _____

Email Address: _____

DATE: _____

REQUEST FOR PROPOSAL #BD80300S210

TECHNICAL RESPONSE FORMAT, Part 2

<u>SECTION</u>	<u>REQUIREMENT</u>	<u>INCLUDED</u>	<u>LOCATION</u>
Chapter One	Administrative	Y / N	_____
Chapter Two	Terms and Conditions	Y / N	_____
Chapter Three:	Scope of Services:		
3.2.1	<u>Overall Provisions</u>		
3.2.11	Proven Solution, integrated, from same vendor	Y / N	_____
3.2.12	Staffing requirements.	Y / N	_____
3.2.13	Implements across multiple platforms.	Y / N	_____
3.2.2	OS Environment and Database Architecture	Y / N	_____
3.2.21	Software will run on IWD's environment	Y / N	_____
3.2.22	Upgrade strategy.	Y / N	_____
3.2.23	Easily customized and supported.	Y / N	_____
3.2.3	<u>General Specifications of System</u>		
3.2.31	Integrate accounting data ...	Y / N	_____
3.2.32	...require no hooks or system exits...	Y / N	_____
3.2.33	Support normalization of billing rates.	Y / N	_____
3.2.34	Maintain descriptive and financial data.	Y / N	_____
3.2.35	Generate resource utilization details	Y / N	_____
3.2.36	Customization or special applications.	Y / N	_____
3.2.4	<u>General Specifications of Internal Software Components</u>		
3.2.41	Rate structure and how it can be modified	Y / N	_____
3.2.42	Capture comparable usage data	Y / N	_____
3.2.43	Support all available organizational codes.	Y / N	_____
3.2.44	Methodology for system charges	Y / N	_____
3.2.45	Allocation to multiple accounts.	Y / N	_____

3.2.46	Process and merge periodic usage files.	Y / N	_____
3.2.47	System maintenance in regard to Client ID etc.	Y / N	_____
3.2.48	Support statistics for drilldowns.	Y / N	_____
3.2.49	Cross date barriers	Y / N	_____
3.2.5	<u>Customer Interface</u>		
3.2.51	Support External Billing Transactions	Y / N	_____
3.2.52	Standard report writing tools.	Y / N	_____
3.2.53	Download data to create custom reports.	Y / N	_____
3.2.54	Provide web browser access.	Y / N	_____
3.2.55	Provide accounting crediting capability	Y / N	_____
3.2.56	Provide debit and credit capability	Y / N	_____
3.2.57	Permit modification without reprogramming .	Y / N	_____
3.2.58	Comprehensive table for job accounting	Y / N	_____
3.2.59	Repeatability of application.	Y / N	_____
3.3	<u>Background Information and References</u>		
3.3.1	Prospective Vendor Business Information	Y / N	_____
3.3.2	Business Practices Information	Y / N	_____
3.3.3	Financial Information	Y / N	_____
3.3.4	Business Activities	Y / N	_____
	A signed release.	Y / N	_____
	A listing of 3 References	Y / N	_____
3.3.5	Business Plan	Y / N	_____
3.3.6	Prospective Vendor Experience	Y / N	_____
3.3.7	Subcontractors and Joint Venturers	Y / N	_____

We will ____ will not ____ allow for addendums to the contract by political sub-divisions for similar products and services within one year after contract completion.

SUBMITTED BY: _____

APPENDIX 5B

COST PROPOSAL RESPONSE FORMAT
REQUEST FOR PROPOSAL #BD80300S210

REQUEST FOR PROPOSAL #BD80300S210
COST PROPOSAL RESPONSE FORMAT. Part One

*(This page and the Cost proposal must be submitted in a separate sealed envelope
in accordance with Chapter 1 of the RFP.)*

Vendor's Name: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone Number (Incl. Area Code): _____

FAX Number: _____

Signature of officer: _____

Printed Name: _____

Title: _____

Email Address: _____

DATE: _____

**Request for Proposal
NO. BD080300S210**

ATTACHMENTS

ATTACHMENT 1:

**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
PROPOSAL.**

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal BD80300S210 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 2:

**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
PROPOSAL.**

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

By submission of a proposal, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that:

the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 3:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

**ATTACHMENT 4:
PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
PROPOSAL.**

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

Attachment 5:
**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
PROPOSAL.**

**CERTIFICATION OF CONFIDENTIALITY
AND NONDISCLOSURE AGREEMENT**

I, _____ for _____
(Print Name) (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

AMENDMENT NO. ONE
REQUEST FOR PROPOSAL NO. BD80300S210
AGENCY CHARGE-BACK SOFTWARE SYSTEM



Thursday, October 03, 2002

To: All Potential Bidders

From: Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services
Hoover State Office Building, A Level
Des Moines, Iowa 50319
Phone: 515-281-7073 Fax: 515-242-5974
E-Mail: Ashley.Super@dgs.state.ia.us

Please amend RFP BD80300S210 as follows:

Section 1.2E – Response to Written Questions.

Following are answers to written questions submitted.

Q1: *Is the intended agency looking to track time and expenses of employees? If so, how many people would be using the system for recording of their time and expenses.*

A: There is a possibility that we will use this system to track project effort. It should have the capability to handle 40 to 100 employees

Q2: *I have a question about the format of the technical proposal; can all the required docs and forms be incorporated in one document? Can the mandatory tech forms be included as a section in one document that also contains all the required docs described in Chapter 4 pg3-4, or are the tech forms and their answers included separately? Is there a sample filled out proposal I may look at it?*

A: Chapter Four merely outlines the proposal format. It references the responses asked for in the other chapters (IE: chapter 3 technical responses). Chapter Four does not ask any additional information. The answer to your question, therefore, is yes; incorporate into one document. The Cost Proposal, however, must be separate.

Q3: *Basically we've decided to include detailed descriptions in response to each provision in Chapter 3.4 "Desirable Features", section. But some of the questions are not phrased exactly as a request. The specific questions are*

3.4.34 Additional points will be awarded based on a comparison of vendors description of system maintenance in regard to Client Identification, Billing Rates, Billable Items and Account Code generation, creation of exception files for unmatched accounting codes and account code editing.

3.4.35 Additional points will be awarded based on a comparison of vendors description of how solution provides unit conversion capability for Seconds-Minutes-Hours. Must allow rates Per Thousand, Per Unit, Per Hour, or Flat Fee

3.4.36 Additional points will be awarded based on a comparison of vendors description of how the system uses accounting code structure to support existing enterprise activity.

The clarification we need is: A) Do you want us to compare our product versus other tools? For example include a description of how we are better than specific competitors or tools. -OR- B) we just answer these questions on how [we] performs these features? By comparison the RFP means the State of Iowa will do the comparison. Basically who is doing the comparison?

A: For Items 3.4.34, 3.4.35 and 3.4.36, please explain how your proposed solution performs each feature. The State review team will compare your responses to responses of other vendors. The State review team will do comparison of vendor responses. The Team is composed of staff members from Iowa Workforce Development and the Iowa Technology Department.

Q4: *[Section] 3.4.11 [says:] "Additional points will be awarded based on a comparison of vendors description of the migration strategy and timeline for implementation for IWD from current charge back environment to your proposed charge back solution. Include the same information for enterprise Komand Pace environment." The clarification we need is: Do you mean by "Include the same information for enterprise Komand Pace environment" , do you mean we should describe how to migrate from Komand Pace to our solution. Is your current environment using the Komand Pace product?*

A: This RFP is for the purpose of selecting a qualified vendor to provide a Resource Accounting and Charge back System for Iowa Workforce Development. Award of this RFP may result in a statewide contract. For this reason, we request that vendors provide a migration strategy and timeline for implementation from an enterprise Komand Pace environment to the vendor's proposed solution.

END OF AMENDMENT ONE